

## SUBSCRIPTION AGREEMENT

**THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK.** THIS INVESTMENT IS SUITABLE ONLY FOR PERSONS WHO CAN BEAR THE ECONOMIC RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. FURTHERMORE, INVESTORS MUST UNDERSTAND THAT SUCH INVESTMENT IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME. NO PUBLIC MARKET EXISTS FOR THE SECURITIES, AND NO PUBLIC MARKET IS EXPECTED TO DEVELOP FOLLOWING THIS OFFERING.

**THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES OR BLUE SKY LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND STATE SECURITIES OR BLUE SKY LAWS.** ALTHOUGH AN OFFERING STATEMENT HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”), THAT OFFERING STATEMENT DOES NOT INCLUDE THE SAME INFORMATION THAT WOULD BE INCLUDED IN A REGISTRATION STATEMENT UNDER THE SECURITIES ACT. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO SUBSCRIBER IN CONNECTION WITH THIS OFFERING OVER THE WEB-BASED PLATFORM MAINTAINED BY NOVATIONS SOLUTIONS Inc. (DBA DEALMAKER) (THE “PLATFORM”). ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

**INVESTORS WHO ARE NOT “ACCREDITED INVESTORS” (AS THAT TERM IS DEFINED IN SECTION 501 OF REGULATION D PROMULGATED UNDER THE ACT) ARE SUBJECT TO LIMITATIONS ON THE AMOUNT THEY MAY INVEST, AS SET OUT IN SECTION 4.** THE COMPANY IS RELYING ON THE REPRESENTATIONS AND WARRANTIES SET FORTH BY EACH SUBSCRIBER IN THIS SUBSCRIPTION AGREEMENT AND THE OTHER INFORMATION PROVIDED BY SUBSCRIBER IN CONNECTION WITH THIS OFFERING TO DETERMINE THE APPLICABILITY TO THIS OFFERING OF EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT.

**THE OFFERING MATERIALS MAY CONTAIN FORWARD-LOOKING STATEMENTS AND INFORMATION RELATING TO, AMONG OTHER THINGS, THE COMPANY, ITS BUSINESS PLAN AND STRATEGY, AND ITS INDUSTRY.** THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE BELIEFS OF, ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE TO THE COMPANY’S MANAGEMENT. WHEN USED IN THE OFFERING MATERIALS, THE WORDS “ESTIMATE,” “PROJECT,” “BELIEVE,” “ANTICIPATE,” “INTEND,” “EXPECT” AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY

FORWARD-LOOKING STATEMENTS, WHICH CONSTITUTE FORWARD LOOKING STATEMENTS. THESE STATEMENTS REFLECT MANAGEMENT'S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE THE COMPANY'S ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE OR UPDATE THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER SUCH DATE OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

**THE COMPANY MAY NOT BE OFFERING THE SECURITIES IN EVERY STATE. THE OFFERING MATERIALS DO NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH THE SECURITIES ARE NOT BEING OFFERED.**

**THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR ACCEPT OR REJECT IN WHOLE OR IN PART ANY PROSPECTIVE INVESTMENT IN THE SECURITIES OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE AMOUNT OF SECURITIES SUCH INVESTOR DESIRES TO PURCHASE. EXCEPT AS OTHERWISE INDICATED, THE OFFERING MATERIALS SPEAK AS OF THEIR DATE. NEITHER THE DELIVERY NOR THE PURCHASE OF THE SECURITIES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THAT DATE.**

TO: RYSE Inc.  
20 Camden St  
Suite 200  
Toronto, Ontario  
M5V 1V1

Ladies and Gentlemen:

1. Subscription.

(a) The undersigned (“Subscriber”) hereby subscribes for and agrees to purchase the Common Stock (the “Securities”), of RYSE Inc., a Canadian corporation (the “Company”), at a purchase price of \$1.00 per share (the “Per Security Price”), upon the terms and conditions set forth herein. The minimum subscription is \$1,000. The rights of the Class B Common Stock are as set forth in the Amended and Restated Certificate of Incorporation filed as an exhibit to the Offering Statement of the Company filed with the SEC (the “Offering Statement”).

(b) Subscriber understands that the Securities are being offered pursuant to an offering circular dated July 27th, 2022 (the “Offering Circular”) filed with the SEC as part of the Offering Statement. By executing this Subscription Agreement, Subscriber acknowledges that Subscriber has received this Subscription Agreement, copies of the Offering Circular and Offering Statement including exhibits thereto and any other information required by the Subscriber to make an investment decision.

(c) The Subscriber’s subscription may be accepted or rejected in whole or in part, at any time prior to a Closing Date (as hereinafter defined), by the Company at its sole discretion. Upon the expiration of the period specified in Subscriber’s state for notice filings before sales may be made in such state, if any, the subscription may no longer be revoked at the option of the Subscriber. In addition, the Company, at its sole discretion, may allocate to Subscriber only a portion of the number of Securities Subscriber has subscribed for. The Company will notify Subscriber whether this subscription is accepted (whether in whole or in part) or rejected. If Subscriber’s subscription is rejected, Subscriber’s payment (or portion thereof if partially rejected) will be returned to Subscriber without interest and all of Subscriber’s obligations hereunder shall terminate.

(d) The aggregate number of Securities sold shall not exceed 25,000,000 shares of Class B Common Stock (the “Maximum Offering”). There is no minimum required offering amount and the Company may accept subscriptions until the termination of the Offering in accordance with its terms (the “Termination Date”). The Company may elect at any time to close all or any portion of this offering, on various dates at or prior to the Termination Date (each a “Closing Date”).

(e) In the event of rejection of this subscription in its entirety, or in the event the sale of the Securities (or any portion thereof) is not consummated for any reason, this Subscription Agreement shall have no force or effect, except for Section 5 hereof, which shall remain in force and effect.

(f) The terms of this Subscription Agreement shall be binding upon Subscriber and its transferees, heirs, successors and assigns (collectively, “Transferees”); provided that for any such transfer to be deemed effective, the Transferee shall have executed and delivered to the Company in advance an instrument in a form acceptable to the Company in its sole discretion, pursuant to which the proposed Transferee shall acknowledge, agree, and be bound by the representations and warranties of Subscriber and the terms of this Subscription Agreement, including but not limited to the terms of the Voting Trust Agreement and the Shareholders Agreement. The Company shall not record any transfer of Securities on its books unless and until such Transferee shall have complied with the terms of this Section 1(g).

## 2. Purchase Procedure.

The Company will accept tenders of funds to purchase the Class B Common Shares via the Platform. The Company may close on investments on a “rolling” basis (so not all investors will receive their shares on the same date). Investors may subscribe by tendering funds via wire, credit or debit card, or ACH only, checks will not be accepted. Tendered funds will remain in a segregated account until a closing has occurred.

## 3. Representations and Warranties of the Company.

The Company represents and warrants to Subscriber that the following representations and warranties are true and complete in all material respects as of the date of each Closing Date, except as otherwise indicated. For purposes of this Subscription Agreement, an individual shall be deemed to have “knowledge” of a particular fact or other matter if such individual is actually aware of such fact. The Company will be deemed to have “knowledge” of a particular fact or other matter if one of the Company’s current officers has, or at any time had, actual knowledge of such fact or other matter.

(a) Organization and standing. The Company is a corporation duly formed, validly existing and in good standing under the laws of Ontario, Canada. The Company has all requisite power and authority to own and operate its properties and assets, to execute and deliver this Subscription Agreement, the Voting Rights Agreement, the Shareholders Agreement and any other agreements or instruments required hereunder. The Company is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

(b) Issuance of the Securities. The issuance, sale and delivery of the Securities in accordance with this Subscription Agreement has been duly authorized by all necessary corporate action on the part of the Company. The Securities, when so issued, sold and delivered against payment therefor in accordance with the provisions of this Subscription Agreement, will be duly and validly issued, fully paid and non-assessable.

(c) Authority for Agreement. The execution and delivery by the Company of this Subscription Agreement and the Voting Trust Agreement and Shareholders Agreement and the consummation of the transactions contemplated hereby (including the issuance, sale and delivery of the Securities) are within the Company’s powers and have been duly authorized by all necessary corporate action on the part of the Company. Upon full execution hereof, this Subscription Agreement shall constitute a valid and binding

agreement of the Company, enforceable against the Company in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (iii) with respect to provisions relating to indemnification and contribution, as limited by considerations of public policy and by federal or state securities laws.

(d) No filings. Assuming the accuracy of the Subscriber's representations and warranties set forth in Section 4 hereof, no order, license, consent, authorization or approval of, or exemption by, or action by or in respect of, or notice to, or filing or registration with, any governmental body, agency or official is required by or with respect to the Company in connection with the execution, delivery and performance by the Company of this Subscription Agreement except (i) for such filings as may be required under Regulation A or under any applicable state securities laws, (ii) for such other filings and approvals as have been made or obtained, or (iii) where the failure to obtain any such order, license, consent, authorization, approval or exemption or give any such notice or make any filing or registration would not have a material adverse effect on the ability of the Company to perform its obligations hereunder.

(e) Capitalization. The authorized and outstanding securities of the Company immediately prior to the initial investment in the Securities is as set forth "Securities Being Offered" in the Offering Circular. Except as set forth in the Offering Circular, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal), or agreements of any kind (oral or written) for the purchase or acquisition from the Company of any of its securities.

(f) Financial statements. Complete copies of the Company's financial statements consisting of the balance sheets of the Company as at December 31, 2020 and December 31, 2021 and the related statements of income, stockholders' equity and cash flows for the years ended December 31, 2020 and December 31, 2021 (the "Financial Statements") have been made available to the Subscriber and appear in the Offering Circular. The Financial Statements are based on the books and records of the Company and fairly present in all material respects the financial condition of the Company as of the respective dates they were prepared and the results of the operations and cash flows of the Company for the periods indicated. BDO Canada LLP, which has audited the Financial Statements, is an independent accounting firm within the rules and regulations adopted by the SEC.

(g) Proceeds. The Company shall use the proceeds from the issuance and sale of the Securities as set forth in "Use of Proceeds to Issuer" in the Offering Circular.

(h) Litigation. Except as set forth in the Offering Circular, there is no pending action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body, or to the Company's knowledge, currently threatened in writing (a) against the Company or (b) against any consultant, officer, manager, director or key employee of the Company arising out of his or her consulting, employment or board relationship with the Company or that could otherwise materially impact the Company.

4. Representations and Warranties of Subscriber. By subscribing to the Offering, Subscriber (and, if Subscriber is purchasing the Securities subscribed for hereby in a fiduciary capacity, the person or

persons for whom Subscriber is so purchasing) represents and warrants, which representations and warranties are true and complete in all material respects as of such Subscriber's respective Closing Date(s):

(a) Requisite Power and Authority. Such Subscriber has all necessary power and authority under all applicable provisions of law to execute and deliver this Subscription Agreement, and other agreements required hereunder and to carry out their provisions. All action on Subscriber's part required for the lawful execution and delivery of this Subscription Agreement and other agreements required hereunder have been or will be effectively taken prior to the Closing Date. By subscribing to the Offering, this Subscription Agreement and the Voting Trust Agreement and all other agreements required hereunder will be valid and binding obligations of Subscriber, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

(b) Investment Representations. Subscriber understands that the Securities have not been registered under the Securities Act of 1933. Subscriber also understands that the Securities are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Subscriber's representations contained in this Subscription Agreement.

(c) Illiquidity and Continued Economic Risk. Subscriber acknowledges and agrees that there is no ready public market for the Securities and that there is no guarantee that a market for their resale will ever exist. Subscriber must bear the economic risk of this investment indefinitely and the Company has no obligation to list the Securities on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934, as amended (the "Exchange Act")) with respect to facilitating trading or resale of the Securities. Subscriber acknowledges that Subscriber is able to bear the economic risk of losing Subscriber's entire investment in the Securities. Subscriber also understands that an investment in the Company involves significant risks and has taken full cognizance of and understands all of the risk factors relating to the purchase of Securities.

(d) Accredited Investor Status or Investment Limits. Subscriber represents that either:

(i) Subscriber is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act; or

(ii) The purchase price set out in paragraph (b) of the signature page to this Subscription Agreement, together with any other amounts previously used to purchase Securities in this offering, does not exceed 10% of the greater of the Subscriber's annual income or net worth.

Subscriber represents that to the extent it has any questions with respect to its status as an accredited investor, or the application of the investment limits, it has sought professional advice.

(e) Stockholder information. Within five days after receipt of a request from the Company, the Subscriber hereby agrees to provide such information with respect to its status as a stockholder (or potential stockholder) and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and regulations to which the Company is or may become subject. **Subscriber further**

**agrees that in the event it transfers any Securities, it will require the transferee of such Securities to agree to provide such information to the Company as a condition of such transfer.**

(f) Company Information. Subscriber has had such opportunity as it deems necessary (which opportunity may have presented through online chat or commentary functions) to discuss the Company's business, management and financial affairs with managers, officers and management of the Company and has had the opportunity to review the Company's operations and facilities. Subscriber has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. Subscriber acknowledges that except as set forth herein, no representations or warranties have been made to Subscriber, or to Subscriber's advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.

(g) Valuation. The Subscriber acknowledges that the price of the Securities was set by the Company on the basis of the Company's internal valuation and no warranties are made as to value. The Subscriber further acknowledges that future offerings of Securities may be made at lower valuations, with the result that the Subscriber's investment will bear a lower valuation.

(h) Domicile. Subscriber maintains Subscriber's domicile (and is not a transient or temporary resident) at the address provided with Subscriber's subscription.

(i) No Brokerage Fees. There are no claims for brokerage commission, finders' fees or similar compensation in connection with the transactions contemplated by this Subscription Agreement or related documents based on any arrangement or agreement binding upon Subscriber.

(j) Foreign Investors. If Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities. Subscriber's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

(k) No Voting Rights. Subscriber acknowledges the Class B Common Stock is non-voting and therefore holders will not vote on all matters submitted to a vote of the shareholders. To the extent that holders of Class B Common Stock are granted voting rights by statute, Subscriber acknowledges that in order to invest in the Securities, Subscriber will become party to the Voting Trust Agreement under which they will grant a voting proxy to the company's founder, Trung Pham, to vote their shares on all such matters put to a vote of the shareholders. The Company's founder owns 62.13% of all issued Class A Common Shares, which are entitled to one vote per share on all matters submitted to a vote of shareholders. The founder and all other current holders of Class A Common Shares are parties to the Voting Trust Agreement in which the other holders granted a proxy to the founder to vote their shares. Therefore, the company's Founder holds 100% of the voting power of the company and will continue to be able to

exercise all of the voting power of the company's equity stock at the conclusion of the Offering and therefore control the board.

5. Survival of Representations and Indemnity. The representations, warranties and covenants made by the Subscriber shall survive the Termination Date. The Subscriber agrees to indemnify and hold harmless the Company, the Selling Stockholders and their respective officers, directors and affiliates, and each other person, if any, who controls the Company or any Selling Stockholder within the meaning of Section 15 of the Securities Act against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all reasonable attorneys' fees, including attorneys' fees on appeal) and expenses reasonably incurred in investigating, preparing or defending against any false representation or warranty or breach of failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or in any other document furnished by the Subscriber to any of the foregoing in connection with this transaction.

6. Governing Law; Jurisdiction. This Subscription Agreement shall be governed and construed in accordance with the laws of the State of Delaware.

EACH OF THE SUBSCRIBER AND THE COMPANY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE STATE OF DELAWARE AND NO OTHER PLACE AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS RELATING TO THIS SUBSCRIPTION AGREEMENT NOT ARISING UNDER THE FEDERAL SECURITIES LAWS MAY BE LITIGATED IN SUCH COURTS. EACH OF SUBSCRIBER AND THE COMPANY ACCEPTS FOR ITSELF AND HIMSELF AND IN CONNECTION WITH ITS AND HIS RESPECTIVE PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT NOT ARISING UNDER THE FEDERAL SECURITIES LAWS. EACH OF SUBSCRIBER AND THE COMPANY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN THE MANNER AND IN THE ADDRESS SPECIFIED IN SECTION 7 AND PROVIDED WITH THIS SUBSCRIPTION AGREEMENT.

7. Notices. Notice, requests, demands and other communications relating to this Subscription Agreement and the transactions contemplated herein shall be in writing and shall be deemed to have been duly given if and when (a) delivered personally, on the date of such delivery; or (b) mailed by registered or certified mail, postage prepaid, return receipt requested, in the third day after the posting thereof; or (c) emailed, telecopied or cabled, on the date of such delivery to the address of the respective parties as follows:

If to the Company, to:

with a required copy to:

RYSE Inc.  
Care of: RYSE USA Inc  
2035 Sunset Lake Road,  
Suite B-2,



Newark, Delaware, 19702

If to a Subscriber, to Subscriber's address as provided with Subscriber's subscription

or to such other address as may be specified by written notice from time to time by the party entitled to receive such notice. Any notices, requests, demands or other communications by telecopy or cable shall be confirmed by letter given in accordance with (a) or (b) above.

#### 8. Miscellaneous.

(a) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons or entity or entities may require.

(b) This Subscription Agreement is not transferable or assignable by Subscriber.

(c) The representations, warranties and agreements contained herein shall be deemed to be made by and be binding upon Subscriber and its heirs, executors, administrators and successors and shall inure to the benefit of the Company and its successors and assigns.

(d) None of the provisions of this Subscription Agreement may be waived, changed or terminated orally or otherwise, except as specifically set forth herein or except by a writing signed by the Company and Subscriber.

(e) In the event any part of this Subscription Agreement is found to be void or unenforceable, the remaining provisions are intended to be separable and binding with the same effect as if the void or unenforceable part were never the subject of agreement.

(f) The invalidity, illegality or unenforceability of one or more of the provisions of this Subscription Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Subscription Agreement in such jurisdiction or the validity, legality or enforceability of this Subscription Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

(g) This Subscription Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

(h) The terms and provisions of this Subscription Agreement are intended solely for the benefit of each party hereto and their respective successors and assigns, and it is not the intention of the parties to confer, and no provision hereof shall confer, third-party beneficiary rights upon any other person.

(i) The headings used in this Subscription Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

(j) This Subscription Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(k) If any recapitalization or other transaction affecting the stock of the Company is effected, then any new, substituted or additional securities or other property which is distributed with respect to the Securities shall be immediately subject to this Subscription Agreement, to the same extent that the Securities, immediately prior thereto, shall have been covered by this Subscription Agreement.

(l) No failure or delay by any party in exercising any right, power or privilege under this Subscription Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

#### 9. Joinder to Investor Agreements.

By subscribing to the Offering and executing this Subscription Agreement, Subscriber (and, if Subscriber is purchasing the Securities subscribed for hereby in a fiduciary capacity, the person or persons for whom Subscriber is so purchasing) hereby joins the Voting Trust Agreement and the Shareholders Agreement (via the Deed of Adherence). Any notice required or permitted to be given to Subscriber under the Voting Trust Agreement or the Shareholders Agreement shall be given to Subscriber at the email address provided with Subscriber's subscription. Subscriber confirms that Subscriber has reviewed the Voting Trust Agreement and will be bound by the terms thereof as a party who is designated as a "Beneficiary" under the Voting Trust Agreement. Subscriber also confirms that Subscriber has reviewed the Shareholders Agreement and agrees to bound by its terms as described in the Company's Offering Statement.

#### 10. Subscription Procedure.

Each Subscriber, by providing his or her name and subscription amount and clicking "accept" and/or checking the appropriate box on the Platform ("Online Acceptance"), confirms such Subscriber's investment through the Platform and confirms such Subscriber's electronic signature to this Agreement. Subscriber agrees that his or her electronic signature as provided through Online Acceptance is the legal equivalent of his or her manual signature on this Agreement and Online Acceptance establishes such Subscriber's acceptance of the terms and conditions of this Agreement.

## APPENDIX A

*An accredited investor includes the following categories of investor:*

- (1) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- (2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;
- (3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- (4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
- (5) Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds \$1,000,000.
  - (i) Except as provided in paragraph (a)(5)(ii) of this section, for purposes of calculating net worth under this paragraph (a)(5):
    - (A) The person's primary residence shall not be included as an asset;
    - (B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and
    - (C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(ii) Paragraph (a)(5)(i) of this section will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(A) Such right was held by the person on July 20, 2010;

(B) The person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and

(C) The person held securities of the same issuer, other than such right, on July 20, 2010.

(6) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in §230.506(b)(2)(ii); and

(8) Any entity in which all of the equity owners are accredited investors;

(9) Any entity, of a type of not listed in paragraphs (1), (2), (3), (7), or (8), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000;

(10) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status;

(11) Any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940 (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;

(12) Any "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1):

(i) With assets under management in excess of \$5,000,000,

(ii) That is not formed for the specific purpose of acquiring the securities offered, and

(iii) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and

(13) Any "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1), of a family office meeting the requirements in paragraph (12) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (12)(iii).



IN WITNESS WHEREOF, the undersigned purchaser hereby enters into this Subscription Agreement with RYSE Inc., a Canadian corporation, as of the date written below, and agrees to be bound in all respects by the terms and conditions hereof. The undersigned purchaser shall purchase the number of the Shares specified below for the aggregate Purchase Price specified below:

**Number of Shares:** \_\_\_\_\_  
**Price per Shares:** \_\_\_\_\_ \$1.00  
**Total Purchase Price:** \_\_\_\_\_

\_\_\_\_\_ Date

**PURCHASER (if an individual)**

**PURCHASER (if an entity)**

\_\_\_\_\_ Print Name

\_\_\_\_\_ Print Name of Entity

\_\_\_\_\_ Signature

\_\_\_\_\_ Signature of Authorized Signatory

\_\_\_\_\_ Print Name of Additional Signatory

\_\_\_\_\_ Name of Signatory

\_\_\_\_\_ Additional Signature  
(If joint tenants or tenants in common)

\_\_\_\_\_ Title of Signatory

Address of Principal Residence:

Address of Executive Offices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ U.S. Social Security Number(s)

\_\_\_\_\_ U.S. IRS Tax Identification Number

\_\_\_\_\_ Telephone Number

\_\_\_\_\_ Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

COMPANY SIGNATURE PAGE

ACCEPTED AND AGREED TO:

[Company Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## VOTING TRUST AGREEMENT

**THIS VOTING TRUST AGREEMENT** (the “**Agreement**”) is made as of the Effective Date (defined below in Schedule A) among:

1. The Beneficiary (defined in Schedule A); and
2. RYSE Inc. a corporation incorporated and existing under the laws of Canada, and having its principal place of business at 20 Camden St. Suite 200, Toronto, ON M5V 1V1.

### Background

- A. RYSE Inc. (the “**Corporation**”), is a company incorporated under the laws of Canada with, at the time of this Agreement, authorized capital consisting of an unlimited number of Class A shares, and Class B non-voting shares.
- B. The Beneficiary is the registered legal and beneficial holder of the shares described in Schedule A hereto (as such shares may be converted, exchanged, changed, reclassified, redesignated, subdivided or consolidated, the “**Trust Shares**”).
- C. The Beneficiary is a party to a shareholders agreement dated as of June 1, 2014 , as amended on April 15, 2015, May 15, 2015 and August 1, 2017 and further amended and restated as of February 22, 2021 (the “**Shareholders’ Agreement**”), as amended from time to time between the Corporation and its shareholders.
- D. The Beneficiary agrees to (i) appoint a designated representative as attorney to vote the Trust Shares and (ii) grant the Designated Representative a proxy to vote the Trust Shares, all on the terms, conditions and provisions set forth in this Voting Trust Agreement.
- E. The designated representative will be acting as trustee for the Trust Shares.

**IN CONSIDERATION OF** the respective covenants and agreements of the parties contained herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

### **1. Power of Attorney and Voting Trust**

- 1.1 The Beneficiary hereby irrevocably appoints Trung Pham, who is currently the Secretary of the Corporation (the “**Designated Representative**”) as such Beneficiary’s lawful attorney, with full power of substitution, in the name of such Beneficiary to vote on all matters brought to shareholders of the Corporation for approval, including under the Shareholders’ Agreement or pursuant to applicable law and to carry out the rights, powers and duties of the Designated Representative set out herein, and the Designated Representative hereby accepts such appointment. This appointment, being coupled with an interest, is irrevocable by each such Beneficiary and shall not be revoked by the insolvency, bankruptcy, death, incapacity, dissolution, liquidation or other termination of the existence of such Beneficiary and the Beneficiary agrees to ratify and confirm all that such attorney may do or cause to be done pursuant to the foregoing.



- 1.2 The Beneficiary hereby irrevocably appoints the Designated Representative as proxy for the Beneficiary, with power of substitution to attend, act and vote for and on behalf of the Beneficiary at any meeting of shareholders, or any class thereof, of the Corporation at which the Beneficiary is entitled to vote thereat, in the same manner, to the same extent and with the same power as if the Beneficiary were present at the meeting or any adjournment thereof. Any proxy executed and delivered pursuant hereto relating to any meeting of shareholders of the Corporation, or any class thereof, or any adjournments thereof shall revoke any proxy otherwise executed and delivered by or on behalf of the Beneficiary with respect to such meeting or any adjournments thereof, regardless of the respective dates thereof.
- 1.3 In all cases, the Beneficiary agrees to allow the Designated Representative to vote the Trust Shares and/or to execute any written resolution of the shareholders of the Corporation, or any class thereof, as the Designated Representative, in his sole discretion, determines.
- 1.4 The power of attorney granted in this Agreement is not intended to be a continuing power of attorney within the meaning of and governed by the *Substitute Decisions Act* (Ontario), or any similar power of attorney under equivalent legislation in any other jurisdiction (a "CPOA"). The execution of this Agreement shall not terminate any CPOA granted by the Beneficiary previously and this power of attorney shall not be terminated by the execution by the Beneficiary in the future of a CPOA, and the Beneficiary hereby agrees not to take any action that results in the termination of this power of attorney.
- 1.5 The Beneficiary agrees and acknowledges that during the term of this Agreement, the Designated Representative is authorized and required to act on behalf of each such Beneficiary to:
  - (a) fulfil all obligations and take all actions necessary or desirable to implement or effect any decision of the board of directors of the Corporation, including the execution and delivery of any documents, certificates, consents, notices, filings or other materials with any person or entity, and
  - (b) fulfil all obligations and take all actions necessary or desirable to implement or effect any decision of the shareholders of the Corporation, or any class thereof, including the execution and delivery of any documents, certificates, consents, notices, filings or other materials with any person or entity.
- 1.6 The Beneficiary hereby acknowledges and agrees that the Beneficiary shall: (a) be bound by all actions taken by the Designated Representative on his behalf pursuant to and in accordance with the foregoing (b) will have no power or right to exercise any rights as a shareholder of the Corporation to the extent delegated to the Designated Representative; and (c) shall not exercise any dissent rights as provided under the *Canada Business Corporations Act*, so long as the exercise of any action or vote by the Designated Representative on behalf of the Beneficiary does not adversely affect the Beneficiary in a manner that is disproportionate to the other holders of Class B non-voting shares.
- 1.7 The Beneficiary acknowledges and agrees that the Designated Representative has no obligation to seek any further instructions from, or provide any notification to, the Beneficiary or any other person or entity, before or after the Designated Representative exercises any of its rights under this Agreement.

1.8 The Beneficiary hereby represents and warrants to the Corporation and the Designated Representative that there is no other person who has any rights over the Trust Shares of the Beneficiary that conflict with the rights of the Designated Representative under this Agreement. The Beneficiary covenants not to enter into any agreement or instrument that would conflict, or otherwise result in any inconsistency, directly or indirectly, with this Agreement.

## **2. Information Rights**

18.1 The Corporation shall provide the Beneficiary with information rights as provided for in the shareholders' agreement of the Corporation as established or amended from time to time.

## **3. No liability for the Designated Representative.**

3.1 The Beneficiary hereby irrevocably waives any and all claims of every nature and kind which he may now have or at any time in the future may have against the Designated Representative and his or her heirs, administrators, executors and personal representatives (the "Releasees"), and hereby releases the Releasees from any liability whatsoever arising out of, in connection with, or related to this Agreement or the exercise of the Designated Representative's powers and rights or the performance of his or her duties pursuant to this Agreement, except claims which arise from gross negligence, wilful misconduct or fraud of the Designated Representative.

## **General Provisions**

### **4. Further Assurances**

4.1 In furtherance of the foregoing appointment of the Designated Representative to carry out the duties and powers assigned hereby, the Beneficiary shall from time to time and at all times during the term of this Agreement do whatever may be requested by the Designated Representative to enable or facilitate the exercise of any and all rights by or on behalf of the Beneficiary by the Designated Representative.

### **5. Headings and Subheadings**

5.1 The inclusion in this Agreement of headings and subheadings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

### **6. Severability**

6.1 Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.

### **7. Notice**

8.1 Any notice required or otherwise given pursuant to this Agreement shall be in writing and emailed, faxed, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as outlined in Schedule A.

**8. Change of Address for Notice**

8.1 Any party may, on written notice to all other parties and the Corporation, change the party's address for notice. If the Corporation's registered address changes, the Corporation may, on written notice to all parties, change its address for notice.

**9. Governing Law**

10.1 This Agreement is governed by, is to be interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party irrevocably attorns and submits to the exclusive jurisdiction of the Ontario courts situated in the City of Toronto, and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

**10. Time is of the Essence**

11.1 Time is of the essence in this Agreement.

**11. Enurement**

12.1 This Agreement shall enure to the benefit of, and be binding upon, the parties and their heirs, administrators, estate designated representatives, successors, affiliates and permitted assigns.

**12. Counterparts**

13.1 This Agreement may be executed in counterparts; facsimile signatures are binding and are considered to be original signatures.

**13. Entire Agreement**

13.1 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and there are no warranties, representations or agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth or referred to in this Agreement.

*[The remainder of this page is intentionally left blank.]*

**IN WITNESS WHEREOF** the parties have duly executed this Agreement as of the date above.

**BENEFICIARY:**

SIGNED, SEALED AND DELIVERED in the )  
presence of: )  
)

\_\_\_\_\_  
Witness )

\_\_\_\_\_  
Name:

**DESIGNATED REPRESENTATIVE:**

SIGNED, SEALED AND DELIVERED in the )  
presence of: )  
)

**RYSE INC.**

*Per:*

Witness )

\_\_\_\_\_

Trung Pham

CEO

**Schedule A**

<b>Effective Date:</b>	_____ (the "Effective Date")
<b>Beneficiary:</b>	<b>(the "Beneficiary")</b>
<b>Address of Beneficiary:</b>	
<b>Designated Representative:</b>	<b>Trung Pham</b>
<b>Designated Representative Address and email:</b>	20 Camden St. Suite 200 Toronto, Ontario M5V 1V1 Canada  <b>trung@helloryse.com</b>
<b>Trust Shares:</b>	<b>Class B Common Shares (the "Trust Shares")</b>